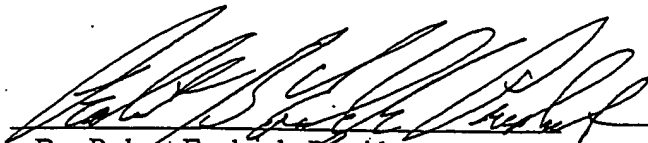
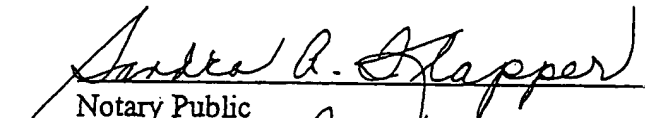


provisions of the Settlement Agreement.

LAWLER MANUFACTURING CO., INC.


By: Robert Eveleigh, President

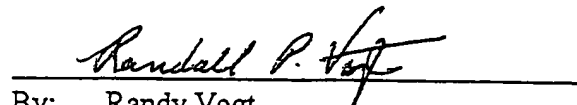
On the 5 day of March, 2001, Robert Eveleigh known to me or satisfactorily proven to be the person whose name is subscribed to this instrument personally appeared before me and acknowledged that he executed the same.


Notary Public
SANDRA A. KLAPPER
(Printed)

My Commission Expires:
My County of Residence:

July 22, 2001
Marion

ASPINALL ASSOCIATES, INC.


By: Randy Vogt
Title: President

STATE OF INDIANA)

COUNTY OF MARION)

ss

On the 2nd day of March, 2001, Randy Vogt, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument, personally appeared before me and acknowledged that he/she executed the same.

Tiffany L. Sorrell
Notary Public
Tiffany L. Sorrell
(Printed)

My Commission Expires:

My County of Residence:



BRADLEY CORPORATION

By: Donald Mullett

Title: _____

STATE OF WISCONSIN)

WAUKESHA COUNTY)

ss

On the _____ day of _____, 2001, Donald Mullett, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument, personally appeared before me and acknowledged that he/she executed the same.

Notary Public

My commission is permanent/expires: _____

STATE OF INDIANA)

ss

COUNTY OF _____)

On the _____ day of _____, 2001, Randy Vogt, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument, personally appeared before me and acknowledged that he/she executed the same.

Notary Public

(Printed)

My Commission Expires: _____

My County of Residence: _____

BRADLEY CORPORATION

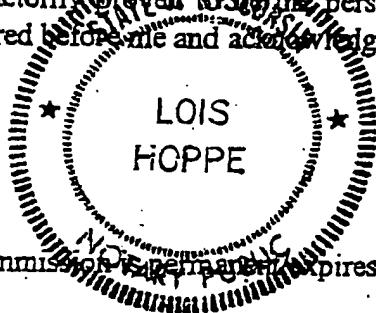
John C. Kleczka III
By: Donald Mullett John C. KLECZKA III
Title: VP - Finance

STATE OF WISCONSIN)

ss

WAUKESHA COUNTY)

On the 5 day of MARCH, 2001, JOHN C. KLECZKA, III ~~Donald Mullett~~, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument, personally appeared before me and acknowledged that he/she executed the same.

_____
Notary PublicMy commission expires: 3-9-03

Kevin B. Kline
Kevin B. Kline

Indiana
STATE OF WISCONSIN)
Marion) ss.
WAUKESHA COUNTY)

On the 5th day of March, 2001, Kevin B. Kline, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument, personally appeared before me and acknowledged that he executed the same.

T. Ann Shields
~~Notary Public~~ Magistrate Judge
United States
District Court,
S. Dist. of Indiana

My commission is permanent/expires

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made this 5 day of March, 2001 by and between Lawler Manufacturing Co., Inc., an Indiana corporation, with its principal place of business at 600 East Ohio Street, Indianapolis, Indiana 46204 (hereinafter "Lawler"), and Kevin B. Kline, a Wisconsin resident residing at 800 East Henry Clay Street, Apt. 101, Whitefish Bay, Wisconsin 53217 (hereinafter "Kline").

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, and intending to be legally bound hereby, Lawler and Kline agree as follows:

1. "Information" as used herein, means all information, oral or written, patentable or unpatentable, disclosed to Kline, created by Kline, or known by Kline as a consequence of or through Kline's employment by Lawler which relates to Lawler's business, products, processes, or services, including, but not limited to information relating to research, development, inventions, computer programs, business strategies and plans, programming techniques, flow charts, source code, object code, products under development, strategies of marketing, manufacturing, purchasing, accounting, engineering, marketing, selling, customer lists, customer requirements and vendors and vendor capability, and the documentation relating thereto. "Information" shall include, without limitation, engineering drawings and technical information purchased and otherwise received by Lawler from ITT and its subsidiaries in 1988, engineering drawings and technical information in the possession of

Lawler's vendors (e.g., Robertshaw), and engineering drawings and technical information created by Kline and others during the period of Kline's employment with Lawler. Information should include, without limitation, the information described in Addendum A attached hereto.

2. The term "Confidential Information" as used herein means all Information supplied to or obtained or created by Kline whether in writing, orally, or by observation, patentable or unpatentable, and whether or not marked as confidential, under the Indiana Uniform Trade Secret Act, Ind. Code § 24-2-3-1 *et seq.*, subject to the following exceptions. "Confidential Information" shall not include Information which Kline can demonstrate by competent documentary evidence: (i) was in the public domain prior to the date of its receipt or creation by Kline; (ii) came into the public domain through no unlawful act or omission of a third party after the date of its receipt or creation by Kline; (iii) was in Kline's possession prior to the time of receipt from Lawler, or ITT or one of its subsidiaries; or (iv) was received by Kline from a third party, other than Bradley Corporation, having the right to disclose to Kline, but only if said third party has authorized Kline use of the Information and has not supplied this Information in breach of a confidentiality obligation. Such disclosures made to Kline under this Confidentiality Agreement which are specific shall not be deemed to be within the foregoing exceptions merely because they are embraced by more general information in the public domain or in possession of Kline. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the possession of Kline, but only in the combination itself and its principal of operation are in the public domain or in possession of Kline.
3. Kline covenants and agrees that he: (a) shall not make any use whatsoever of Confidential Information except for the purpose(s) of Lawler's benefit or for the benefit of Bradley Corporation under its License Agreement with Lawler; (b) shall not use, or induce, or permit others to use any Confidential Information for any other purpose whatsoever, nor shall Kline disclose or reveal any Confidential Information to anyone, except internally to those of Lawler's or Bradley's employees, agents or consultants with a need to know in accordance with subparagraphs (a) and (b); (c) shall keep all such Confidential Information strictly secret and confidential, and prevent unauthorized use or reproduction of either Confidential Information or documents and materials embodying the same; (d) shall, upon termination of employment with Bradley, return to Bradley all documents or materials relating to or containing Confidential Information generated or received during his employment with Bradley, and return to Lawler all other documents and materials relating to or containing Confidential Information; and (e) acknowledges that all Confidential Information is, shall be, and shall remain the property of Lawler.

BARNES & THORNBURG

11 South Meridian Street
Indianapolis, Indiana 46204-3535 U.S.A.
(317) 236-1313
Fax (317) 231-7433

www.btlaw.com

August 13, 2002

Mr. Robert Eveleigh, President
Lawler Manufacturing Co., Inc.
600 East Ohio Street
Indianapolis, Indiana 46202

Scott Anderson, Esquire
Foley & Lardner
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367

Re: Proposed PCT International Application
Applicants: LAWLER MANUFACTURING CO., INC.; KLINE, Kevin B.
Title: MIXING VALVE
Priority Claim: U.S. Serial No. 60/314,803 Filed 24 August 2001 (24.08.01)
Our File: 8915-71250

Dear Bob and Scott:

In an earlier e-mail to Scott, we attached an electronic copy of the proposed application for Kevin Kline. We now enclose with your respective letters a copy of the proposed PCT international application for Lawler Manufacturing Co., Inc. and for review by Kevin Kline in connection with the execution of the enclosed Declaration and Power of Attorney. The PCT application is substantially identical to the subject matter of and claims priority to U.S. provisional application serial no. 60/314,803 filed August 24, 2001.

We designated all available PCT-member states including the United States, and we selected the United States Patent Office as the International Searching Authority.

We will file the PCT application on or about Wednesday, August 21, 2002. We are working with the draftsman to prepare formal drawings, and we will send you copies of the formal drawings in due course.

PCT GENERAL POWER OF ATTORNEY FORMS

With each of your respective letters, we enclose an original PCT Power of Attorney for execution by you, Bob, as President of Lawler Manufacturing Co., Inc. and for Kevin Kline, as applicant/inventor for the United States of America. We ask that each Bob and Kevin date and sign **in blue ink** his respective PCT Power of Attorney.

DECLARATION AND POWER OF ATTORNEY--PATENT APPLICATION

Also enclosed with Scott's letter is an original Declaration and Power of Attorney--Patent Application. Scott, please have Kevin review the proposed application and the enclosed Declaration and Power of Attorney--Patent Application for accuracy. If the Declaration and Power of Attorney is correct in every aspect, please have Kevin **date and sign** the Declaration

P
E
R
M
A
N
E
N
T

F
I
L
E

C
O
P
Y

Mr. Robert Eveleigh
Scott Anderson, Esquire
August 13, 2002
Page -2-

Under United States patent law, we may not modify a signed Declaration. Therefore, please ensure that all details are completed prior to returning the Declaration to us.

Because of the short time involved, we ask that you, Bob, and Kevin date and sign the PCT Power of Attorney form in blue ink, fax it to my attention at (317) 231-7433 as early as possible. Then send the original PCT Power of Attorney and the executed Declaration and Power of Attorney--Patent Application to us via courier.

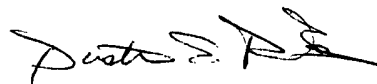
ASSIGNMENT OF PCT APPLICATION

We also enclose an original Assignment of the PCT international application to be signed and dated by Kevin. Please date and sign the Assignment before a Notary Public, who should then complete the entire notarial certificate.

In addition, various countries will require different information in about 18 months. Therefore, we ask that Kevin give us his middle name which may be required by the European Patent Office and Kevin's occupation/profession which may be required by the Brazilian Patent Office. Please return this information to us for future use. In the event, Kevin's residence address changes, please also advise us of the change of address (which may be required by the European Patent Office).

If any of you have any questions regarding the enclosures or procedures, please call Jean Eskridge, our Paralegal, at (317) 231-7303, Jill Powlick at (317) 231-7504, or me at (317) 231-7774.

Sincerely,



Dustin S. DuBois

DSD/mje/449295v1

Enclosures: Copy of Proposed Application (1 Each)
Original PCT Power of Attorney (1 Each)
Original Declaration and Power of Attorney--Patent Application (1)
Original PCT Assignment

P
E
R
M
A
N
E
N
T

F
I
L
E

C
O
P
Y

Attorney Docket No.: 8915
Client Reference No.: _____

DECLARATION AND POWER OF ATTORNEY -- PATENT APPLICATION

As a below named inventor, I hereby declare that I believe I am the original, first and sole inventor (*if only one name is listed below*) or an original, first and joint inventor (*if plural names are listed below*) of the subject matter which is claimed and for which a patent is sought in the application entitled:

MIXING VALVE
the specification of which
(check one) XX is attached hereto
_____ was filed on _____ as
United States Application Serial No. _____ or
PCT International Application No. _____
and was amended on _____

I hereby declare that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to herein.

I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, §1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, §119(a)-(d) of any foreign application(s) for patent or inventor's certificate on which priority is claimed (as listed below) and I have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)			Priority Claimed	
(Number)	(Country)	(Day/Month/Year Filed)	Yes	No
_____	_____	_____	_____	_____
(Number)	(Country)	(Day/Month/Year Filed)	Yes	No

I hereby claim benefit under Title 35, United States Code, § 119(e) of any United States provisional application(s) listed below.

<u>60/314,803</u>	<u>24 August 2001 (24.08.01)</u>
Application Number	Filing Date

_____	_____
Application Number	Filing Date

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56(b) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

_____	_____	_____
Application Serial No.	Filing Date	Status-patented, pending, abandoned

_____	_____	_____
Application Serial No.	Filing Date	Status-patented, pending, abandoned

I hereby appoint William R. Coffey, Reg. No. 24023; Arland T. Stein, Reg. No. 25062; Nancy J. Harrison, Reg. No. 27083; Richard D. Conard, Reg. No. 27321; Dilip A. Kulkarni, Reg. No. 27510; Steven R. Lammert, Reg. No. 27653; Richard A. Rezek, Reg. No. 30796; David B. Quick, Reg. No. 31993; Paul B. Hunt, Reg. No. 37154; Jeffrey A. Michael, Reg. No. 37394; Bradford G. Addison, Reg. No. 41486; Shawn D. Bauer, Reg. No. 41603; Jill T. Powlick, Reg. No. 42088; Ronald S. Henderson, Reg. No. 43669; James R. Sweeney II, Reg. No. 45670; Dustin S. DuBois, Reg. No. 46233; Christopher E. Haigh, Reg. No. 46377; Kevin D. Bailey, Reg. No. 46531; Rebecca Ball, Reg. No. 46535; Carli E. Stewart, Reg. No. 51058; Helen Geib, Reg. No. 50924; Barbara S. Gibbs, Reg. No. 44708; Perry Palan, Reg. No. 26213; Mark M. Newman, Reg. No. 31472; Richard P. Krinsky, Reg. No. 47720; Richard B. Lazarus, Reg. No. 48215; Bobby B. Gillenwater, Reg. No. _____

31105; Gregory S. Cooper, Reg. No. 40965; Thomas J. Donovan, Reg. No. 33231; Alice O. Martin, Reg. No. 35601; Grant H. Peters, Reg. No. 35977; Mark A. Hamill, Reg. No. 37145; Michael B. Allen, Reg. No. 37582; and Daniel P. Albers, Reg. No. 44008, as attorneys of record with full power of substitution and revocation, to prosecute this application, and to transact all business in the Patent and Trademark Office connected therewith, and I specify that communications regarding the application be directed to:

BARNES & THORNBURG
11 South Meridian Street
Indianapolis, Indiana 46204
Telephone (317) 236-1313

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Kevin B. KLINE

FULL NAME OF SOLE OR FIRST JOINT INVENTOR

United States of America (US)

Country of Citizenship

Inventor's Signature

Date

Apartment No. 101, 800 East Henry Clay Street

Whitefish Bay, Wisconsin 53217

Residence and Post Office Address

FULL NAME OF SECOND JOINT INVENTOR

Country of Citizenship

Inventor's Signature

Date

Residence and Post Office Address

FULL NAME OF THIRD JOINT INVENTOR

Country of Citizenship

Inventor's Signature

Date

Residence and Post Office Address

PROVISIONAL/PCT PATENT APPLICATION
ASSIGNMENT TO BUSINESS CONCERN

Attorney Docket No.:

8915-71250

Client Reference No.:

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned,

Name(s)
of Inventor(s)

Kevin B. KLINE

, and

Check applicable
boxes and enter serial
number and date
if available

maker(s) of an invention which is the subject of a ☐ United States Provisional Patent Application
identified as Serial No. _____ with a filing date of _____ and/or
a ☒ PCT International Application, entitled

Title of
Application

MIXING VALVE

hereinafter (the "Application(s)")

the undersigned hereby sell(s), assign(s), and set(s) over to

Name of
Assignee

LAWLER MANUFACTURING CO., INC.

Address of
principal
place of
business

600 East Ohio Street

Indianapolis, Indiana 46202

Insert State of
Incorporation
(if applicable) or
"Not Applicable"

a corporation of INDIANA

(hereinafter designated as the Assignee) their entire right, title and interest in, to and under the Application(s), including all priority rights for the United States and other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries, including Canada and Mexico, which may be granted for such inventions, or any of them, all such inventions and all rights in such Application(s) and Letters Patent to be held and enjoyed by Assignee for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by them had this assignment and sale not been made.

The undersigned agree(s) to execute all papers necessary in connection with the Application(s) in the United States and counterpart applications in foreign countries and any continuing, divisional, or reissue applications thereof, and any reexamination of any of such Applications, and also to execute separate assignments in connection with such Applications as the Assignee may deem necessary or expedient.

The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared or litigation concerning the Application(s), U.S. national counterparts thereof, or continuation(s), division(s), reissue(s), reexamination(s) thereof, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or litigation.

The undersigned agree(s) to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

PROVISIONAL/PCT PATENT APPLICATION
ASSIGNMENT TO BUSINESS CONCERN

The undersigned agree(s) to do all other acts which, in the opinion of Assignee, may be necessary or desirable to secure the grant of Letters Patent to Assignee or its nominees, in the United States and in all other countries where Assignee may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by Assignee and to vest and confirm in Assignee or its nominees the full and complete legal and equitable title to all such Letters Patent.

The undersigned hereby authorize(s) and request(s) the Commissioner of Patents to issue any and all Letters Patent of the United States resulting or following from said Application(s) or any division or divisions or continuing or reissue applications thereof, and any reexamination of any of such applications, to the said Assignee, as Assignee of the entire interest, and hereby covenants that the undersigned has full right to convey the interest herein assigned, and that the undersigned has not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the attorney of record the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, I have executed this assignment at _____
this _____ day of _____, 2002.

Outside the USA: _____
Witnesses are _____
required when _____
acknowledgment _____
before a Notary _____
Public is not _____
feasible. _____
Witness

Inventor (Signature)

Kevin B. KLINE
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal
this _____ day of _____.

Notary Public

Printed Name

My Commission Expires: _____

Resident of _____ County

PCT

POWER OF ATTORNEY

(for an international application filed under the Patent Cooperation Treaty)

(PCT Rule 90.4)

The undersigned applicant(s) (Names should be indicated as they appear in the request):

KLINE, Kevin B.
Apartment 101
800 East Henry Clay Street
Whitefish Bay, WI 53217
US

hereby appoints (appoint) the following person as:



agent



common representative

Name and address

(Family name followed by given name; for a legal entity, full official designation. The address must include postal code and name of country.)

POWLICK, Jill T., Reg. No. 42088; COFFEY, William R., Reg. No. 24023; STEIN, Arland T., Reg. No. 25062; CONARD, Richard D., Reg. No. 27321; LAMMERT, Steven R., Reg. No. 27653; HARRISON, Nancy J., Reg. No. 27083; KULKARNI, Dilip A., Reg. No. 27510; REZEK, Richard A., No. 30796; QUICK, David B., Reg. No. 31993; HUNT, Paul B., Reg. No. 37154; MICHAEL, Jeffrey A., Reg. No. 37394; ADDISON, Bradford G., Reg. No. 41486; BAUER, Shawn D., Reg. No. 41603; HENDERSON, Ronald S., Reg. No. 43669; GIBBS, Barbara S., Reg. No. 44708; SWEENEY, James R. II, Reg. No. 45670; DuBOIS, Dustin S., Reg. No. 46233; HAIGH, Christopher E., Reg. No. 46377; BAILEY, Kevin D., Reg. No. 46531; BALL, Rebecca, Reg. No. 46535; STEWART, Carli E., Reg. No. 51058; GEIB, Helen, Reg. No. 50924; PALAN, Perry, Reg. No. 26213; NEWMAN, Mark M., Reg. No. 31472; LAZARUS, Richard B., Reg. No. 48215; KRINSKY, Richard P., Reg. No. 47720; GILLENWATER, Bobby B., Reg. No. 31105; COOPER, Gregory S., Reg. No. 40965; DONOVAN, Thomas J., Reg. No. 33231; MARTIN, Alice O., Reg. No. 35601; PETERS, Grant H., Reg. No. 35977; HAMILL, Mark A., Reg. No. 37145; ALLEN, Michael B., Reg. No. 37582; and ALBERS, Daniel P., Reg. No. 44008; All Appointed Agents of the Address: BARNES & THORNBURG, 11 South Meridian Street, Indianapolis, IN 46204, US

to represent the undersigned before



all the competent International Authorities



the International Searching Authority only



the International Preliminary Examining Authority only

in connection with the international application identified below:

Title of the invention: MIXING VALVE

Applicant's or agent's file reference: 8915-71250

International application number (if already available): PCT/US02/

filed with the following Office US as receiving Office
and to make or receive payments on behalf of the undersigned.

Signature of the applicant(s) (where there are several applicants, each of them must sign; next to each signature, indicate the name of the person signing and the capacity in which the person signs, if such capacity is not obvious from reading the request or this power):

Kevin B. KLINE

Date: _____
Day/ Month/ Year